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2. *PLEADING—Declaration—Negligence—Duty to party injured.* An action for negligence only lies where there has been a failure on the part of the defendant to discharge a legal duty which he owes to the plaintiff. The duty must be owing to the party injured, and the declaration must show this.

3. *RAILROADS—Licensee—Duty to.* One who is permitted by the passive acquiescence of a railroad company to come upon its depot platform for his own purposes, in no way connected with the railroad, is a bare licensee who, though relieved from the responsibility of a trespasser, takes upon himself all the ordinary risks attached to the place and the business carried on there. The company does not owe him the same duty which it owes to one who is there in the discharge of business with the company, or as a passenger, and the same presumptions will not be made as in case of passengers, or of persons lawfully upon the premises for the purpose of transacting business with the company.

4. *PLEADING—Negligence—Declaration by licensee.* In an action for personal injuries by a licensee plaintiff, the declaration does not state a good cause of action which does not aver that the defendant intentionally or wilfully injured the plaintiff, or that after the defendant saw or knew of his danger, or by the use of ordinary care might have known of his danger, the defendant could have avoided injuring him, but failed to do so.

5. *RAILROADS—Trespasser—Duty to.* Ordinarily, the only duty a railroad company owes to a trespasser on its premises is to do him no intentional or wilful injury. It does not owe him the duty of caution and vigilance until it has such notice, or reason to believe that he may be in danger, as would necessarily put a prudent man on the alert.

BEAR v. INGRAM.—Decided at Richmond, February 7, 1901.—*Keith, P.*

1. *JUDGMENT—Agreement not to issue execution—Rights of third persons.* A contract between a plaintiff and defendant in a judgment that no execution shall issue thereon for a given time is a personal matter between the parties, and no advantage can be taken of it by third persons not parties to the contract.

2. *EXECUTION—Agreement not to issue—Effect of quashing on subsequent lien.* The effect of an order quashing an execution on a judgment because issued in violation of an express contract between the plaintiff and the defendant that no execution should issue for a given time cannot be construed as impairing or suspending the lien of a prior execution issued on the same judgment.

ARMSTRONG & CO. v. HENDERSON & CO.—Decided at Richmond, February 12, 1901.—*Phlegar, J.* Absent, *Keith, P.*

1. *TRUST—Security in name of one of several beneficiaries.* In a transaction for the benefit of several, a security taken by one of them inures to the benefit of all as fully as if each were named.

2. *PLEADING—Set-offs—Counter set-offs.* The inability of a plaintiff to prove counter set-offs or credits against a defendant's set-off is no ground for rejecting the latter.

3. *PLEADING—Several payments on joint contract—Action for contribution.* On a joint purchase by three, and several payments by two, the right of action of the latter against the third party for contribution is several.